

ACCIDENT WAIVER MEDICAL & LIABILITY RELEASE

Name: _____
Address: _____
Date of Birth: _____
Emergency Contact Name: _____
Telephone Number: _____

“Activity”: Tennessee Envirothon Competition

MEDICAL & LIABILITY RELEASE AND NOTICE FROM THE
TENNESSEE RC&D COUNCIL (“Council”)

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE OF IMAGE AND LIKENESS, AND
HOLD HARMLESS AGREEMENT**

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Council, its sponsors, and organizers of the Activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: the Council, officers, volunteers, representatives and agents of the Council.

I certify that I am physically fit enough to participate in the Activity, have sufficiently prepared or trained for participation in the Activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this document from any and all liabilities or claims made as a result of participation in this Activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that this Activity or event may involve walking distances over uneven surfaces from high elevations and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, exposure to communicable diseases, such as COVID-19, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or

film likeness to be used for any legitimate purpose by the Council, event holders, producers, sponsors, organizers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN ALL COUNCIL RELATED FIELD TRIPS, TRAVEL OFF CAMPUS, ORGANIZATIONAL ACTIVITIES OR ALL OTHER CAMPUS RELATED EVENTS, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Waiver of Liability/Hold Harmless: By signing below, I voluntarily agree to waive and discharge any and all claims against the Council related to or arising out of any injury, illness, or any other cause, and voluntarily release the Council from liability for any exposure to an illness, resulting injury, or any other cause, including claims for negligent actions of the Council or its employees, agents, representatives, and volunteers related to or arising out of any cause, on behalf of myself to the fullest extent allowed by law. By signing below, I agree to release, discharge, and hold harmless the Council and its employees, agents, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any injury or illness. I certify that I have read and understand the foregoing, and accept and agree to be bound by the terms and conditions of the above.

Your signature acknowledges that the Council, its officers, staff, and volunteers are not responsible for any medical treatment, diagnosis, or liability brought by their actions given in this release. I agree to reimburse and indemnify the Council for all reasonable legal and court fees incurred by the Council in defending a lawsuit that I may bring against the Council which relates to the above named Activity if the Council is found not legally liable by the courts and prevails in the lawsuit.

THIS SECTION IS ONLY APPLICABLE TO VOLUNTEERS

I certify that I am not a registered sex offender nor have I been convicted of any crime against a child. I further certify and understand that if I observe or reasonably believe that any child abuse has occurred at or during the Activity that I have duty to report said abuse immediately to an appropriate law enforcement officer or other appropriate party pursuant to the laws of the State of Tennessee.

Volunteer agrees to indemnify and hold the Council, its officers, agents and employees harmless from any liability, loss or damage he or she may suffer as a result of all claims, demands, costs or judgments against his or her arising out of the Activity or his or her participation therein.

VOLUNTEERS PLEASE INITIAL HERE: _____

I certify that I have an understanding of this agreement and any risks and hazards associated with the Activity described above that I will be participating in. I further understand that I had the opportunity to fully discuss this agreement with a representative of the Council to clarify any concerns or questions about the activity or this agreement that I may have had.

Printed Name of Parent/Legal Guardian/Volunteer
and name of student under the Age of eighteen (18) years of age (if applicable)

Signature of Parent/Legal Guardian
Signature of Volunteer (if applicable)

Date